

SUBJECT: TUITION REIMBURSEMENT POLICY

I. Policy

It is the policy of the City of Cottonwood to provide employees in the City service with 100% tuition payback for tuition and books for courses deemed pertinent and related to the job being performed.

II. General Reimbursement Principles

- A. The City of Cottonwood will provide up to \$5,000 reimbursement per employee per fiscal year towards their education.
- B. Funding must be budgeted during the budget preparation process.
- C. This policy is subject to a downward modification depending on current economic conditions of the City, and budgetary constraints.
- D. Reimbursements will only be allowed for tuition, books and lab fees, no travel will be authorized.
- E. Any proceeds from the books sold back to the college or university shall be submitted to the City for credit toward the total reimbursement limit.
- F. Any violations to the policy will subject the employee to disciplinary action, up to and possibly including termination.

III. Procedure

Prior approval of the appropriate General Manager, the Administrative Services General Manager and the City Manager is required before reimbursement is authorized. Approval of an educational request is completely within the discretion of a General Manager and the City Manager. The employee shall have no grievance or appeal rights from the decision to recommend or not recommend courses.

- A. Employees shall submit a "Tuition Reimbursement Request" form requesting authorization for reimbursement for tuition/books before they enroll in the course.
- B. The Finance Manager must certify the availability of funds and compliance with this policy prior to authorization by a General Manager.
- C. Upon approval by a General Manager the signed "Tuition Reimbursement Request" will be forwarded to the City Manager.
- D. The City Manager shall review the request, and if approved, signed copies will be forwarded to the Human Resources Division for distribution to the employee and department, with the original placed on file in the employee's personnel file.

IV. Upon Completion

- A. Employee shall submit a "Confirmation of Tuition Expenses" to their General Manager, together with all pertinent receipts for tuition/books upon successful completion of the course.
- B. A General Manager should then review and attest to the fact that the "Confirmation of Tuition Expenses" packet is accurate and forward the signed document to the Human Resources Division for verification.
- C. The Human Resources Manager shall assure all the pertinent documentation, including the employee's report card or transcripts are included in the package and shall process the package for signature from the Administrative Services General Manager and the City Manager on all the necessary paperwork.
- D. The approved documents will be returned to Human Resources Manager in order to process the check needed requisition to the Finance Division for payment.

Upon successful completion of such course work, the City of Cottonwood shall reimburse the employee the costs of tuition and books. Successful completion will be defined as a letter grade of "C" or better, or "B" or better for graduate level courses. In courses where no letter grade is given, a report of successful completion signed by the instructor or an official of the institution must be obtained.

IV. Tuition Reimbursement Agreement

The "Tuition Reimbursement Agreement" is available for City employees interested in obtaining additional education and degree opportunities related to their duties as a City employee.

- A. The employee shall be provided this agreement upon approval of his/her written detailed request of the type of educational program he/she wishes to participate in. The request will become part of this agreement.
- B. The employee shall also enter a tuition reimbursement amount as part of this agreement noting the non-job related courses that shall be reimbursed.
- C. This agreement also identifies the process for determining payback by the employee to the City, if the employee leaves City employment for any reason other than a Reduction in Force in less than the prescribed time after completion of the educational program.
 - 1. **Police Officer's** prescribed time is two (2) years following completion of all training, including field training by Field Training Officer (FTO),

2. **Firefighter's** prescribed time is two (2) years from completion of all training, including certification. Re-certification does not require a "Tuition Reimbursement Agreement".
3. **Volunteer Firefighter's** prescribed time is two (2) years of volunteer or classified employment, where a volunteer must accumulate 100 points for a year's credit based on the Cottonwood Fire Department Alternative Pension and Benefits Plan point system.
4. **Other Employees'** prescribed time is two (2) years following the completion of the last reimbursed class.

TUITION REIMBURSEMENT REQUEST
(JOB RELATED COURSES)

TO: GENERAL MANAGER

I, _____, would like to enroll at _____, to take the following job related course(s):

Course	Description	Location	Number of Days
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and hereby request approval for tuition reimbursement upon completion of the course(s). I understand that in order to obtain reimbursement, this request must be submitted and approved prior to enrolling in a course, for which, I will be requesting reimbursement. I further understand that upon receiving proof of a passing grade of "C" or better, or "B" or better for graduate level courses, and receipts for tuition and books, the City of Cottonwood will reimburse me for my expenses relating to tuition and books. The course(s) is/are deemed pertinent to my job classification with the City of Cottonwood. An estimated cost for taking the course(s) is/are:

TUITION:	_____
BOOKS:	_____
TOTAL	\$ _____

_____ Employee Signature	_____ Date
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TO: FINANCE MANAGER

I, _____, have reviewed this request, and hereby certify that this employee has not exceeded the maximum amount allowed by policy for tuition reimbursement and that there is sufficient budgetary allocation to accommodate this expenditure.

_____ Finance Manager Signature	_____ Date
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TO: CITY MANAGER

I, _____, have reviewed this request, and hereby approve/disapprove the request for tuition reimbursement as the course(s) is/are not deemed pertinent to his/her job classification.

_____ General Manager/ Public Safety Chief Signature	_____ Date
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APPROVED: _____ DATED: _____
City Manager

TO: HUMAN RESOURCES

Distribute a copy of this request to the employee and department. The originals shall be maintained in the employee's personnel file.

CONFIRMATION OF TUITION EXPENSES

TO: GENERAL MANAGER

In accordance with "Tuition Reimbursement Request" approved on _____,
I hereby submit pertinent receipts for tuition and books, and proof of passing grade for the course(s) that
I have enrolled in and completed at _____.

Name of College

Signature of Employee

Date

Reimbursement Check Needed:

Charge to Account Code: _____

Amount: _____

Payable to: _____

THRU: HUMAN RESOURCES

TO: FINANCE DEPARTMENT

Attached please find pertinent receipts for reimbursement of tuition and books relating to the course(s)
that _____, has enrolled in at

Name of Employee

_____. Also find attached grade received for the
Name of College

course(s) indicating a passing grade of "C" or better ("B" or better for graduate level courses). Please
process same for reimbursement payable from the above account and department.

Signature of General Manager

Date

APPROVAL FOR PAYMENT:

Administrative Services General Manager

Date

TO: HUMAN RESOURCES

Distribute a copy of this request to the employee and department. The originals shall be maintained in
the employee's personnel file.

TUITION REIMBURSEMENT AGREEMENT
(DEGREE PROGRAM)

This agreement is made effective the _____ day of _____, _____, between the City of Cottonwood, a political subdivision of the State of Arizona ("City"), and _____, hereafter referred to as "Applicant."

WHEREAS:

1. The City of Cottonwood employs individuals to serve the residents of the City of Cottonwood and the public in general; and
2. With training and education, such individuals may better fulfill the duties of their employment positions; and
3. It has been determined that it is in the City's interest to have such individuals obtain additional education and degrees related to their duties as City employees, and to attract and retain quality employees by providing educational opportunities; and
4. The City wishes to benefit from the further education and degrees obtained by its employees.

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

1. An overall education program with exact classes and times must be submitted for approval by the City Manager upon the recommendation of Applicant's direct supervisor. Such program is attached as Exhibit "A" and is hereby incorporated by reference.
2. The City shall reimburse the Applicant for tuition and books paid by Applicant to obtain further education and degrees related to Applicant's duties as an employee of the City.
3. Such reimbursement shall only be paid to Applicant on a course by course basis.
4. The City shall reimburse Applicant for a course only if a letter grade of "C" or better ("B" or better for graduate level courses) is obtained. If a course is not offered with letter grades, City shall reimburse applicant upon successful completion of the course as defined by the educational institution offering the course.
5. Applicant has until the _____ day of _____, _____ to complete the approved educational program. The educational program is described in the attached Exhibit "A" which is hereby incorporated by reference. Extensions of this date must be agreed to in writing and may be granted for good cause shown.
6. The tuition amounts reimbursed to Applicant by City shall be entered onto the attached Exhibit "B" which is hereby incorporated by reference. The amounts reimbursed for non-job related courses shall be delineated from the total reimbursement.

7. Applicant agrees to pay back to the City all of the tuition amounts listed in Exhibit "B" as non-job related if Applicant leaves the employment of the City of Cottonwood for any reason other than a Reduction in Force less than two (2) years after completion of the educational program. Applicant expressly agrees that the City may recover such amounts from the final paycheck of Applicant, any amounts owed by the City to Applicant such as compensation for accrued leave time, or by entering into another agreement with Applicant to repay the City over time. If the Applicant agrees to pay the City over time, such agreement shall include an interest rate of ten percent per annum (10%) or the maximum legal rate, whichever is lower. If the amount owed to City is not satisfied by the above methods, City reserves the right to pursue any action against Applicant, whether in law or equity.
8. If the City has to take legal action to enforce its rights under this agreement to collect the amounts due under paragraph 9, Applicant shall also pay the City the amount of its costs and reasonable attorney's fees incurred to enforce this agreement. Furthermore, Applicant shall owe City an administrative fee of five hundred dollars (\$500.00) not as a penalty but as liquidated damages to cover the expense by City of staff and administrator's time in pursuing legal action. Both parties agree that the administrative fee is a reasonable estimation of the damages to the City which cannot otherwise be precisely determined.
9. Applicant expressly acknowledges that this agreement does not grant Applicant any vested rights to continued employment with the City of Cottonwood beyond those granted by the laws of the United States, the State of Arizona, or under any City of Cottonwood Personnel Manual or policy now or hereafter in effect.
10. The terms of this agreement shall take precedence over any conflicting provision in the City Personnel Manual and policies to the extent of such conflict.
11. This instrument reflects the entire agreement between the parties and no statements, promises or inducements made by either party, or the agent of either party, other than those which are contained herein shall be valid or binding.

IN WITNESS HEREOF, this agreement is executed this ____ day of _____, ____.

Applicant

City of Cottonwood

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

SUBSCRIBED and SWORN to before me this ____ day of _____, _____ by
_____.

Notary Public

APPROVED AS TO FORM:

Steve Horton, Esq., City Attorney

PUBLIC SAFETY EMPLOYMENT AGREEMENT

This agreement is made effective the _____ day of _____, _____, between the City of Cottonwood, a political subdivision of the State of Arizona, and the City of Cottonwood Police/Fire Department, hereinafter cumulatively referred to as "Police/Fire Department", and _____, hereafter referred to as "Applicant".

Whereas:

1. The Police/Fire Department employs individuals to serve as Police Officers/Firefighters and to perform the duties and responsibilities of Police Officers/Firefighters; and
2. Such individuals must be trained and certified by the State of Arizona as certified law enforcement officers/certified firefighters; and
3. That after being hired, the Police/Fire Department sends non-certified Police Officers/Firefighters to an appropriate training program; and
4. The Police/Fire Department pays a portion of the expenses of the employees' attendance at the training program, with the rest of the expenses being paid by the State; and
5. The Police/Fire Department pays these expenses with the express intent of gaining certified Police Officers/Firefighters who will remain employed with the Police/Fire Department; and
6. The Applicant is not certified as a law enforcement officer/firefighter in the State of Arizona and wishes to become certified and be employed as a City of Cottonwood Police Officer/Firefighter; and
7. The Applicant has successfully completed all testing or requirements imposed by the Police/Fire Department; and
8. The Police/Fire Department has undergone considerable expense in recruiting, screening and hiring Applicant. The Police/Fire Department undergoes additional expense in training and certifying employees. These costs include but are not limited to approximately _____ in salary and administrative costs while the employee is attending the academy.

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

1. The Police/Fire Department will employ Applicant as a Police Officer/Firefighter and send him/her to a training academy with the intent that Applicant becomes a certified law enforcement officer/firefighter.
2. If the Applicant fails to complete the academy for any reason, his/her employment with the Police/Fire Department shall automatically cease without any right by Applicant to review or appeal/grievance process and his/her responsibilities under this agreement shall terminate.
3. The Applicant agrees to remain in the employment of the Police/Fire Department for two (2) years from completion of all training, including field training. If Applicant resigns, quits, or is terminated by the Police/Fire Department for any reason other than Reduction in Force prior to the expiration of the two-year period, the Applicant shall be required to reimburse the City for the all training expenditures on behalf of the Applicant. This amount may be deducted from the Applicant's final paycheck, or may be paid by entering into another agreement with the City to repay the amount over time at an interest rate of ten percent per annum (10%) or the maximum legal rate, whichever is lower. The City shall reduce the required amount of reimbursement by a percentage equal to the percentage of the two –year term completed by the Applicant. This provision shall not be construed as preventing Applicant from accepting additional outside employment which does not interfere with his/her ability to perform the duties of a City of Cottonwood Police Officer/Firefighter and which does not violate any rules and regulations applicable to employee. Throughout this period and during the entire term of employment relationship, the Police/Fire Department reserves the right to terminate the Applicant's employment.
4. Applicant expressly acknowledges that, this agreement gives him/her absolutely no vested rights to continued employment with the Police/Fire Department. Applicant expressly acknowledges that this agreement gives him/her no rights to continued employment beyond those given by the laws of the United States, the State of Arizona, or under any City of Cottonwood Personnel Manual or policies now or hereafter in affect.
5. The terms of this agreement shall take precedence over any conflicting provision in the City Personnel Manual and policies and any policies and procedures of the Cottonwood Police/Fire Department, to the extent of such conflict.
6. This instrument reflects the entire agreement between the parties and no statements, promises, or inducements made by either party, or the agent of either party, other than those which are contained herein shall be valid or binding.

IN WITNESS HEREOF, this agreement is executed this ____ day of _____, _____

Applicant

City of Cottonwood

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

SUBSCRIBED and SWORN to before me this ____ day of _____, _____ by
_____.

Notary Public

APPROVED AS TO FORM:

Steve Horton, Esq., City Attorney

Police/Fire Chief, City of Cottonwood

Date

City Manager

Date

PUBLIC SAFETY EDUCATION COST REIMBURSEMENT AGREEMENT

This application is to be used to apply for reimbursement from the City of Cottonwood for course(s) taken by employees of the City ("Applicant"). IN ORDER TO OBTAIN REIMBURSEMENT, THIS APPLICATION MUST BE SUBMITTED AND APPROVED BEFORE THE COURSE(S) BEGIN.

Applicant Name: _____

Job Title: _____

Department: _____

Applicant hereby attests that the following course(s) shall improve the Applicant's skills and knowledge in relation to Applicant's employment by the City of Cottonwood. Applicant seeks reimbursement from the City of Cottonwood for such courses. Applicant understands that reimbursement shall only be given after completion of the course(s) and on a course by course basis.

Applicant shall not be eligible for reimbursement in a course unless a letter grade of "C" or better ("B" or better for graduate level courses) is obtained. If a course is not offered with letter grades, the City shall reimburse applicant upon successful completion of the course as defined by the educational institution offering the course.

Applicant must submit this application to his/her direct supervisor for approval. If the supervisor approves of the course(s) listed below as an education program that will improve the applicant's skills and knowledge in relation to the applicant's employment by the City, the supervisor shall signify such approval by (a) signing on the line below and (b) forwarding the application to the City Manager for review with a recommendation that the course(s) be approved. Recommendation of an educational program by Applicant's direct supervisor is completely within the sole discretion of such supervisor and Applicant shall have no grievance from the decision to recommend or not recommend the course(s) listed below.

Upon submission of this application with the recommendation of Applicant's direct supervisor, the City Manager shall review this application for approval. If the course(s) is/are approved, the City Manager shall (a) signify such approval by signing on the line below and (b) designate each course as either job related or non-job related based upon how the courses fit with applicant's job designation. Approval of the course(s) and the designation of each course(s) as job related or non-job related by the City Manager are completely within the sole discretion of the City Manager and Applicant shall have no grievances from any such decisions.

Once the course(s) listed below are approved, the Applicant shall not be entitled to reimbursement until he/she enters into a Tuition Reimbursement Agreement with the City of Cottonwood.

COURSE(S) SUBMITTED FOR APPROVAL

Educational Institution:

<u>Designation (circle one):</u>	Job Related	Non-Job Related
<u>Course</u>		
<u>Date or Days /Times</u>		
<u>Description</u>		

<u>Designation (circle one):</u>	Job Related	Non-Job Related
<u>Course</u>		
<u>Date or Days /Times</u>		
<u>Description</u>		

<u>Designation (circle one):</u>	Job Related	Non-Job Related
<u>Course</u>		
<u>Date or Days /Times</u>		
<u>Description</u>		

<u>Designation (circle one):</u>	Job Related	Non-Job Related
<u>Course</u>		
<u>Date or Days /Times</u>		
<u>Description</u>		

The above course(s) are a true and correct description of the educational program that I wish to pursue.

Applicant's Signature: _____ Date: _____

I hereby recommend that the above course(s) be approved by the City Manager.

Police/Fire Chief's Signature: _____ Date: _____

I hereby approve the course(s) listed above for reimbursement by the City of Cottonwood.

City Manager's Signature: _____ Date: _____